LEASING GROUP

### ndethi american can corporati

222 SOUTH RIVERSIDE PLAZA . CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

MAR - 3 1980 - L 12 PM

February 27, 1980

**963A068** 

INTERSTATE COMMERCE COMMISSION

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

Section 11303 Filing: Supplementary Rider No. 4 dated as of March 1, 1979 ("Lease") to Car Leasing 1372 Agreement between North American Car Corporation ("Lessor") and Chembond Corporation in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 18, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, 475 North 28th Avenue, Springfield, Oregon and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Recordation No. 9927.

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the Lease and the Assignment of Leases.

#### tiger leasing group

Secretary Interstate Commerce Commission

Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease Supplementary Reder acces \$10.00 for Cross underfung

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Chembond Corporation.

If you have any questions, please contact me.

Very truly yours,

James M. Gillespie

Attorney

enclosure

## Interstate Commerce Commission Washington, P.C. 20423

#### OFFICE OF THE SECRETARY

James M. Gillespie
North Travices Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C.

11303, on at 12:55PM , and assigned rerecordation number(s). 9927-DLDGAL, 9927-ESSEED, & 9927-FFFFFF
Sincerely yours,

Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 9937-000000

MAR = 3 1000

CERTIFICATE

INTERSTATE COMMERCE COMMISSION

Debra a. Kelly

I hereby certify that I have compared this certified, true copy of rider No. 4 to Car Leasing Agreement 1372 between North American Car Corporation and Chembond Corporation dated March 1, 1979, to the original of such Ridersand that this copy is a true and correct copy in all respects.

My Commission Expires February 23, 1983.

2

# RIDER NO. 4 FOTHING Pare of HORM AMERICAN CAR CORPORATION CAR LEASING AGREEMENT 1872

This rider ("Rider") and the above for Leseing Agreement constitute a separate spreadury ("Agreement") which, together with all rights water the Agreement, may be assigned as security or otherwise. We subsequent around—ment to the Agreement shall be effective against any applicable harof. The care isserthed herein shall be subject to the terms are constitued as the Aprentic for the term of use and for the rental set forth helper

Number of Cars

#### Type of Car

Northly Tentel
For Cor

Two (I)

30,000 gallon capacity non-coiled, non-insulated tank cars, for ship-ment of Methanol (NATX 29256, 29257)

8430.00

Lesses agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at East Chicago, Indiana.

For each mile in excess of  $30,000 \times \text{days}$  in service that each car . 365 covered by this Rider travels in a calendar year, there will be an additional charge of 00.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 256.6 as was reported for September, 1973. Rentals thus calculated shall be rounded to the nearest \$0.50.

Lessing Agraement, it is understood and agreed that Lessee shall release the cars subject to this Rider and each Rider hereafter or heretofore entered into under such Agreement, at a point or points designated by North American.

In the event that during the sum betoof, the o. S. Legariners of Transportation, or any other governmental agency or non-governmental erganization having jurisdiction over the operation, safety or use of railroad equipment, requires that borch swerican add, undify or in any names adjust the cers subject to this lease in order to qualify them for operation in railroad interchange, Lesses agrees to may an additional couldly them for operation in railroad

car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). To restal credits will be issued on cars entering the shop for any Modification for the first chiral days. In the event Forth American is the cole discussion determined prior to making any Modification that the cost thereof is not accommodate to expend in view of the estimated remaining escaled like of such car, and March Modification along as the estimated remaining escaled like of such car, and March March along as the a car shop for such Modification, the remain view report to such car shall terminate upon the date specified in valving by Morth American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this First day of March, 1979.

American .

- MONEGO

ATTEST:

Secretary

North American car corporation

By Salvan Procident

CHEMBOND CORPORATION

By Raul Pak, Tarket

President

CAR LHASING AGREEMENT 1372 RIDER NO. 4

STATE OF HAMOIS . )

CS:

on this int day of the component was personally known, who, being by me duly sworn, says that be is a few forward was signed on behalf of read componentian by authority of its Board of Directors or other due suthering, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hotary Public

(Hotarial Scal)

STATE OF OREGON )
) SS:
COUNTY OF LANE )

On this 18th day of December , 1979, before me personally appeared Paul Robitschek , to me personally known, who, being by me duly sworn, says that he is a President of CHEMBOND CORPORATION , that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public
My Commission expires 4/23/82

(Notarial Seal)